

**IN THE UNITED STATES DISTRICT FOR THE
WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION**

MAXUS METROPOLITAN, LLC,)

Plaintiff,)

v.)

TRAVELERS PROPERTY CAUALTY)

COMPANY OF AMERICA,)

Defendant.)

Case No. 20-00095-CV-W-FJG

VERDICT FORMS

VERDICT FORM A

Complete this form by writing in the name required by your verdict.

On Plaintiff Maxus Metropolitan LLC's breach of contract claim against Defendant Travelers Property Casualty Company of America for direct physical loss or damage to the Metropolitan caused by the fire for which Plaintiff has not been fully compensated, excluding any property damage caused by combustion byproducts, as submitted in Instruction No. 20, we find in favor of:

(Plaintiff Maxus Metropolitan, LLC) or (Defendant Travelers Property Casualty Co. of America)

Complete the following paragraph only if the above finding is in favor of the Plaintiff Maxus Metropolitan, LLC. If the above finding is in favor of the defendant, have your foreperson sign and date this form because you have completed your deliberation on this claim.

We the jury, find the Plaintiff's damages as defined in Instruction 20 to be:

\$ 1,666,239.⁸³ (rebuilding Phase 6 to its stage of construction at the time of the September 27, 2018 fire)

\$ 126,000.⁰⁰ (water damage in Phase 5)

\$ 250,000.⁰⁰ (water damage in Phases 1 through 4)

\$ 3,868,772.⁸⁸ (exterior damage to Phases 1 through 5)

Date: 8/3/23

Janell L. Ferguson
Foreperson

Janell L. Ferguson

VERDICT FORM B

Complete this form by writing in the name required by your verdict.

On Plaintiff Maxus Metropolitan LLC's breach of contract claim against Defendant Travelers Property Casualty Company of America for direct physical loss or damage to the Metropolitan in form of combustion byproducts caused by the September 27, 2018 fire as submitted in Instruction No. 24, we find in favor of:

(Plaintiff Maxus Metropolitan, LLC) or (Defendant Travelers Property Casualty Co. of America)

Complete the following paragraph only if the above finding is in favor of the Plaintiff Maxus Metropolitan, LLC. If the above finding is in favor of the defendant, have your foreperson sign and date this form because you have completed your deliberation on this claim.

We the jury, find the Plaintiff's damages as defined in Instruction 24 to be:

\$ 17,184,861.43

Janell L. Ferguson
Foreperson

Janell L. Ferguson

Dated: 8/3/23

VERDICT FORM C

Complete this form by writing in the name required by your verdict.

On Plaintiff Maxus Metropolitan LLC's breach of contract claim against Defendant Travelers Property Casualty Company of America for business interruption to the Metropolitan caused by the September 27, 2018 fire as submitted in Instruction No. 27, we find in favor of:

(Plaintiff Maxus Metropolitan, LLC) or (Defendant Travelers Property Casualty Co. of America)

Complete the following paragraph only if the above finding is in favor of the Plaintiff Maxus Metropolitan, LLC. If the above finding is in favor of the defendant, have your foreperson sign and date this form because you have completed your deliberation on this claim.

We the jury, find the Plaintiff's damages as defined in Instruction 27 to be:

\$ 4,234,399.00

Janell L. Ferguson
Foreperson Janell L. Ferguson

Dated: 8/3/23

VERDICT FORM D

Complete this form by writing in the name required by your verdict.

Complete the following paragraph only if you found for Plaintiff Maxus Metropolitan, LLC on any one or more of the Verdict Forms A, B, or C above.

On the claim of Plaintiff Maxus Metropolitan, LLC against Defendant Travelers Property Casualty Company of America for vexatious refusal, we, the jury find in favor of:

(Plaintiff Maxus Metropolitan, LLC)

or

(Defendant Travelers
Property Casualty Co. of
America)

Complete the following paragraph only if the above finding is in favor of the Plaintiff Maxus Metropolitan LLC on its claim for vexatious refusal.

What is the amount of penalty to be awarded against Defendant Travelers Property Casualty Co. of America for the first \$1,500 (not including interest)?

\$ 20% (state a percentage not to exceed 20 percent)

What is the amount of penalty to be awarded against Defendant Travelers Property Casualty Co. of America on the remainder of such award (not including interest)?

\$ 2% (state a percentage not to exceed 10 percent)

Is Plaintiff Maxus Metropolitan LLC entitled to an award of its reasonable attorneys' fees?

yes (Answer yes or no)

Signature and Date:

Janell L. Ferguson 8/3/23
Foreperson Janell L. Ferguson Dated